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LIBEL—NEWSPAPERS—PUNITIVE DAMAGES—LIABILITY OF OWNER FOR ACTS OF MANAGER.—CRANE V. BENNETT, 69 N. E. 274 (N. Y.).—Where a newspaper publishes a libel with aggravating circumstances, *held*, that the owner is liable in punitive damages for acts committed by his manager in his absence.

In general, it is recognized that acts done by an employe cannot ordinarily render the employer liable in punitive damages, *Hagan v. R. R.*, 3 R. I. 38; *Cleghorn v. R. R.*, 56 N. Y. 44, the necessary malice being absent. This is not, however. the uniform rule; *Canfield v. R. R.*, 59 Mo. App. 354; *Fell v. Northern Pac. R. R.*, 48 Fed. 248. The principal case follows the dissenting opinion in *Samuels v. Evening Mail Ass'n.*, 9 Hun. 288, 294, afterward affirmed by the New York Court of Appeals, 75 N. Y. 604. It being thoroughly settled that the proprietor of a newspaper is liable in compensatory damages for any tort committed by it in his absence; *Curtis v. Muzzy*, 6 Gray 251. It would seem that where the proprietor has so thoroughly alienated the business from his control, and has put himself away from all oversight, he should be responsible for the conduct of the business so delegated to his manager, in the same extent as if he himself published the libel.

LIMITATION OF ACTIONS—NEW PROMISE—ACKNOWLEDGMENT BY AGENT—PROMISSORY NOTE.—DERAISMES V. DERAISMES, 56 ATL. 170 (N. J.).—*Held*, that under a statute requiring that an acknowledgment, to defeat the operation of limitations, must be in writing, signed by the party chargeable thereby, a written promise to pay a note by an agent of the person to be bound thereby is insufficient.

Before Lord Tenterden's Act requiring signature of the person chargeable, an acknowledgment by a wife was sufficient, when the wife had been accustomed to act as agent of her husband in his business generally. *Anderson v. Sanderson*, 9 Stark 204; Holt 591. So, in an action against a husband for goods supplied to his wife, a letter written by the wife acknowledging the debt was admissible to take the case out of the statute. *Gregory v. Parker*, 1 Camp. 394. But after Lord Tenterden's Act, an acknowledgment contained in a letter written by the wife of a debtor, in his name and at his request, was insufficient, because the statute gave no authority to an agent to make acknowledgment. *Hyde v. Johnson*, 3 Scott 289; 2 Bing. N. C. 776. Yet where an agent had been employed to pay money for work done, and the workmen were referred to him for payment, and he assented to it, an acknowledgment or a promise by him to pay was sufficient. *Burt v. Palmer*, 5 Esp. 145. The principal case seems to indicate the need for an amendment in New Jersey permitting acknowledgment of debts by duly authorized agents, as allowed by the act of 19 and 20 Vict., c. 97.

MASTER AND SERVANT—INJURY TO SERVANT—ASSUMPTION OF RISK.—MUSSER LAND, LOGGING & MFG. CO. V. BROWN, 126 FED. 141 (C. C. A.).—Plaintiff was employed in unloading logs from a sled on which they were bound with a chain, which plaintiff loosened by knocking out a hook with an ax. He requested an ax with a longer handle, and the foreman promised one, telling him to continue his work until the other ax could be provided. *Held*, that, in full knowledge of the danger, he assumed the risk, which precluded his recovery.

The gist of the question involved is whether, despite a promise of the master to supply a tool not defective and a request that the employe continue